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**Retail Lease**

Alexa and Roger Inc.

Landlord

and

Growth Mindset Learning LAB, LLC,

Tenant

Premises: 381 Myrtle Avenue, Brooklyn, NY

Date: *September 1, 2022*

## TABLE OF CONTENTS

Page

Article 1.	Basic Terms and Definitions .....	1
Article 2.	Demise; Rent.....	2
Article 3.	Use; Rules and Regulations; Tenant Operations; Signs.....	4
Article 4.	Condition of the Premises; Landlord's Work.....	6
Article 5.	Tenant's Work.....	6
Article 6.	Tax Payments.....	9
Article 7.	Expense Payments.....	10
Article 8.	Utilities; Services.....	11
Article 9.	Common Areas.....	12
Article 10.	Repairs and Maintenance.....	13
Article 11.	Laws; Hazardous Substances.....	14
Article 12.	Subordination; Estoppel Certificates.....	16
Article 13.	Insurance.....	17
Article 14.	Casualty.....	18
Article 15.	Condemnation.....	18
Article 16.	Assignment and Subletting.....	19
Article 17.	Access; Changes in Building and Real Property.....	22
Article 18.	Default.....	23
Article 19.	Remedies.....	24
Article 20.	Security.....	27
Article 21.	Broker.....	28
Article 22.	Notices; Consents and Approvals.....	28
Article 23.	No Representations; Liability; Tenant Indemnity.....	29
Article 24.	End of Term.....	30
Article 25.	Miscellaneous.....	31
<u>Exhibits</u>		
Exhibit A	- Fixed Rent.....	34
Exhibit B	- Landlord's Work.....	35
Exhibit C	- Premises.....	36
Exhibit D	- Commencement Date Agreement.....	37
Exhibit E	- Rules.....	39
[Optional] Exhibit F-	Tax Payment – Direct Pass Through.....	40
[Optional] Exhibit F-	Tenant's Tax Payment – Escalation.....	42
[Optional] Exhibit G-	Tenant's Expense Payment – Type, Escalation or Direct Pass-Through.....	43
Exhibit H	- Full Guaranty.....	45
[Optional] Exhibit H-	Good Guy Guaranty.....	49
Exhibit I	- Principals (owning a 25% or greater interest in Tenant).....	54
<u>Riders</u>		
Extension Option Rider.....		55
Food Use Rider.....		56
<u>Other</u>		
Form of Letter of Credit.....		58
<u>Riders</u>		
Extension Option Rider.....		55
Food Use Rider.....		56
<u>Other</u>		
Form of Letter of Credit.....		58

**FORM OF RETAIL LEASE (2009, modified 2010):**

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**Retail Lease**

Lease dated September 1, 2022 between Alexa and Roger Inc, a Domestic Business Corporation ("Landlord"), and Growth Mindset Learning LAB, LLC, a Domestic Limited Liability Corporation ("Tenant").

**Article 1. Basic Terms and Definitions**

**Section 1.1 Additional Rent.** All sums, other than the Fixed Rent, payable by Tenant to Landlord under this lease, including the payment of deficiencies and increases in the Security, if any.

**Section 1.2 Broker.** Keller Williams Realty Landmark II.

**Section 1.3 Building.** The building and improvements located at 381 Myrtle Avenue, Brooklyn, NY.

**Section 1.4 Commencement Date.** September 1, 2022, subject to the provisions of Section 2.6.

**Section 1.5 Expiration Date.** The date that is fifteen years following the last day of the calendar month in which the Commencement Date occurs.

**Section 1.6 Extension Option.** A single five year extension option, more particularly described in the Extension Option Rider (if any) attached to this lease.

**Section 1.7 Fixed Rent.** The Fixed Rent is shown on Exhibit A to this lease.

**Section 1.8 Fixed Rent Commencement Date.** The date that is 30 days following the Commencement Date.

**Section 1.9 Guarantor.** Johnny Edwards. If there is more than one person or entity comprising Guarantor, the liability of all persons and entities comprising Guarantor shall be joint and several.

**Section 1.10 Landlord's Work.** The work, if any, described in Exhibit B to this lease.

**Section 1.11 Notice Address.**

(a) Landlord. Alexa and Rogers Inc c/o Law office of Richard Rodriguez, 114 Court Street, 2<sup>nd</sup> Floor, Brooklyn, NY 11201.

(b) Tenant. Prior to the Commencement Date \_\_\_\_\_, \_\_\_\_\_, New York \_\_\_\_\_. After the Commencement Date, the Premises.

**Section 1.12** Permitted Use. Child Day Care, and for no other purpose.

**Section 1.13** Premises. The portion of the Building consisting of approximately 2,050 square feet of the ground floor and rear portion of the basement, and entire backyard.

**Section 1.14** Proportionate Share. Fifty percent (50%).

**Section 1.15** Real Property. The Building and the land on which it is located.

**Section 1.16** Rent. The Fixed Rent and all Additional Rent.

**Section 1.17** Security. \$27,000.00, subject to increase as provided in this Section. The amount of the Security shall be increased each time the monthly payments of Fixed Rent increase so that Landlord shall at all times have and maintain three (3) full months Fixed Rent as security, subject to further increase as provided in Article 20.

**Section 1.18** Term. The period commencing on the Commencement Date and ending on the Expiration Date, subject to earlier termination or extension of this lease pursuant to the terms hereof.

**Section 1.19** Certain Definitions. Any reference in this lease to (a) "legal action", includes any suit, proceeding or other legal, arbitration or administrative process, and any appellate proceedings in connection therewith, (b) "person" includes any individual or entity, (c) "this lease" includes the Rules and the other Exhibits to this lease, and (d) "including" means "including without limitation".

## **Article 2. Demise; Rent**

**Section 2.1** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, at the Rent and on the other terms of this lease.

**Section 2.2** Tenant shall pay Landlord the Rent, without notice, abatement, deduction or offset (except as expressly provided in this lease), in lawful money of the United States of America, by Tenant's check or another method approved by Landlord, at Landlord's Notice Address or another address Landlord designates, and as provided in this lease. The Fixed Rent shall be paid in equal monthly installments, in advance, on the first day of each calendar month during the Term, except that on the signing and delivery of this lease by Tenant, Tenant shall pay Landlord one full monthly installment of the Fixed Rent, to be applied to the first full monthly installment of the Fixed Rent due under this lease. Rent shall be pro-rated for any partial month according to the number of days in the month occurring during the Term. Landlord's delay in rendering, or failure to render, any statement required to be rendered by Landlord for any Rent for any period shall not waive Landlord's right to render a statement or to collect that Rent for that or any subsequent period. The rendering of an incorrect statement shall not waive

Landlord's right to render a corrected statement for the period covered by the incorrect statement and collect the correct amount of the Rent, which Tenant shall pay within thirty (30) days after its receipt of the corrected statement.

**Section 2.3** If a Fixed Rent Commencement Date is specified in Article 1 of this lease: (a) Tenant is not required to pay Fixed Rent until the Fixed Rent Commencement Date provided Tenant does not default in performing its obligations under this lease beyond any applicable cure period; and (b) if the Fixed Rent Commencement Date is not the first day of a month, the Fixed Rent for the month in which the Fixed Rent Commencement Date occurs shall be apportioned according to the number of days in that month and shall be due and payable when invoiced.

**Section 2.4** Unless otherwise specified in this lease, all Additional Rent shall be paid by Tenant within thirty (30) days after Tenant is billed therefor.

**Section 2.5** Except as otherwise specifically provided in this lease, Landlord's calculation, determination, or estimate of any Fixed Rent adjustment, any Additional Rent, any Additional Rent adjustment, or any refund (if this lease provides for one) (a "Determination") shall bind Tenant unless: (a) Tenant gives Landlord Notice of Tenant's objection (with all reasonable grounds for such objection) within thirty (30) calendar days after receiving Landlord's first invoice based on such Determination, and (b) Tenant timely pays the invoiced amount (without prejudice to Tenant's right to object as provided in this Section).

**Section 2.6** If for any reason Landlord is unable to deliver vacant and broom clean possession of the entire Premises with Landlord's Work, if any, substantially complete on or before September 1, 2022, this lease shall not be void or voidable nor shall Landlord be liable to Tenant therefor, monetarily or otherwise, but the Commencement Date shall be delayed until the date on which Landlord delivers vacant possession of the Premises to Tenant with Landlord's Work, if any, substantially completed. This Section constitutes an express provision to the contrary pursuant to Section 223-a of the New York Real Property Law (or any similar Laws, hereinafter defined), which Landlord and Tenant agree is inapplicable to this lease (and Tenant hereby waives any right to damages or to rescind this lease which Tenant might otherwise have thereunder). In the event Landlord is unable to deliver the premises within 60 days of the Commencement date, the Tenant, at its option, can void this lease and receive a full refund of all monies paid to Landlord, including, but not limited to the security deposit and rents paid.

**Section 2.7** Landlord and Tenant shall execute an agreement setting forth the Commencement Date, the Fixed Rent Commencement Date and the Expiration Date in the form attached hereto as Exhibit D.

**Section 2.8** Notwithstanding anything to the contrary in this lease or in any exhibit or diagram attached to it, no vault or vault space or other area outside the boundary of the Real Property is included in the Premises. If Tenant is permitted to use or occupy any such vault, space or other area, it is under a revocable license, and if such license is revoked or the size of such vault, space or area is reduced, such revocation or reduction shall not be deemed to be an actual or constructive eviction, and shall not entitle Tenant to any abatement or reduction of Rent, or relieve Tenant from any of its obligations under this lease, or impose any liability on Landlord. Tenant shall pay, as Additional Rent, all fees, taxes and charges imposed by any